

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2004

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

AGENDA ITEM WORDING: Approval of an Interlocal Agreement with the City of Key West to hold Resident/Visitor Planning Committee meetings at the Harvey Government Center.

ITEM BACKGROUND: The City of Key West would like to reserve the Harvey Government Center from June 21, 2004 through November 29, 2004 to hold 21 Resident/Visitor Planning Committee meetings, mostly occurring from 4:30 p.m. through 7:00 p.m.; televising is not required.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: new agreement

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

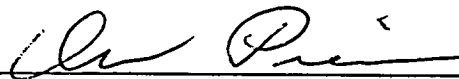
COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$412.69 **Year** \$2,476.14

APPROVED BY: County Atty. X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:



Dent Pierce

DOCUMENTATION: Included X

To Follow

Not Required

DISPOSITION:

AGENDA ITEM # C3

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: City of Key West Contract #
Effective Date: 06/21/04
Expiration Date: 11/29/04

Contract Purpose/Description:
Interlocal Agreement to reserve the meeting room at the Harvey Government Center

| | | | |
|--------------------------|------------------|-------------|---------------------------------|
| Contract Manager: | <u>Ann Riger</u> | <u>4549</u> | <u>Facilities Maint/Stop #4</u> |
| | (Name) | (Ext.) | (Department/Stop #) |

for BOCC meeting on 07/14/04 Agenda Deadline: 06/29/04

CONTRACT COSTS

| | | | | |
|--|-----------------------------|----------------|--------------------------|----------------|
| Total Dollar Value of Contract: \$ | | <u>Revenue</u> | Current Year Portion: \$ | <u>Revenue</u> |
| Budgeted? Yes <input type="checkbox"/> | No <input type="checkbox"/> | Account Codes: | - | - |
| Grant: \$ <u>N/A</u> | | | - | - |
| County Match: \$ <u>N/A</u> | | | - | - |
| | | | - | - |

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|---------|---|---------------------|----------|
| Division Director | 6/30/04 | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>[Signature]</i> | 6/30/04 |
| Risk Management | 6/24/04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>B. L. Graham</i> | 6/24/04 |
| O.M.B./Purchasing | 6/24/04 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <i>[Signature]</i> | 6/25/04 |
| County Attorney | 6/28/04 | Yes <input type="checkbox"/> No <input type="checkbox"/> | <i>[Signature]</i> | 6/28/04 |

Comments: _____

INTERLOCAL AGREEMENT FOR THE USE OF COUNTY MEETING ROOMS

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter County, and the City of Key West, whose address is 525 Angela Street, Key West, FL 33041, hereafter City.

WHEREAS, the County has a meeting room available at the Harvey Government Center at Historic Truman School;

WHEREAS, the County desires to permit the City to use the County meeting room; now, therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

Section 1.

The County authorizes the City to hold 21 City of Key West Resident/Visitor Planning Committee meetings during the time period of June 21, 2004 – November 29, 2004 at the Harvey Government Center located at 1200 Truman Avenue, Key West, Fl. The City of Key West will provide a full years meeting schedule prior to June 1 each year. If a schedule conflict between a City meeting and a meeting of the County Commission, County Planning Commission, or County Code Enforcement hearing does occur, then the County meeting or hearing will take precedence. In the event of a natural disaster or threat thereof, the County shall utilize the meeting room for its purposes over any prescheduled activity for that time period.

Section 2.

From the effective date of this agreement, July 14, 2004, through November 29, 2004, the City shall pay the County \$2,476.14 for the 21 meetings scheduled at the Harvey Government Center commencing June 21, 2004. If the City holds meeting in excess of 21 during the period of June 21, 2004 through November 29, 2004, and desire that the extra meetings be held at the specified meeting rooms pursuant to this agreement, the City must pay the County an additional \$120.88 for each meeting held. If the City holds less than 15 meetings using the specified meeting room pursuant to this agreement, during the period of June 21, 2004 and November 29, 2004, the County must refund or credit \$120.88 to the City for each meeting less than 15. If this agreement is extended for subsequent years after November 29, 2004, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3.

The term of this agreement is from June 21, 2004 through November 29, 2004.

Section 4.

This agreement will take effect when executed certified copies are filed in the Office of the Clerk of the Sixteenth Judicial Circuit and in the Office of the City of Key West.

Section 5.

An Indemnification and Hold Harmless Agreement is part of this Interlocal Agreement. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth below:

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Mayor/Chairperson

Date: _____

(SEAL)

ATTEST:

CITY OF KEY WEST

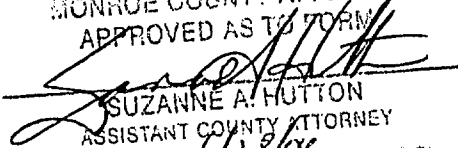
By: _____

City Clerk

By: _____

Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: 6/28/01

**REQUEST FOR USE OF COUNTY PROPERTY
IN MONROE COUNTY, FLORIDA**

Date: 6/1/04
Name of persons or organization: CITY OF KEY WEST
Address & telephone number: PO BOX 1409, Key West, FL 33040, 292-8102
Contact person & telephone number: Jay Gwin 292-8102
Specific County property or meeting room requested: HARVEY GOVERNMENT CTR
Intended use: PUBLIC MEETINGS - RESIDENT/VISITOR PLANNING COMMITTEE
Date(s) needed: SEE ATTACHED SHEET Time: From 4:30 PM to 7:00 PM
Official Monroe County Government Use: Yes _____ No X
Number of participants: 20-40
Brief description of event: CITY COMMISSION APPOINTED BOARD MEETINGS
Alcohol consumption/sales? Yes _____ No X
Use of personal BBQ grill: Yes _____ No X

USE OF COUNTY PROPERTY ONLY

Clean up provisions, assurances, and state if
any improvements are to be to facility: _____

Coordination with: Sheriff Dept: _____
Security: _____
Public Works: _____

Previous history of holding similar events: _____

USE OF MEETING ROOMS ONLY

Special Audio Visual Equipment Needed:
Yes: _____ No: X
Describe: _____

Public Address System:
Yes: _____ No: X

Arrangement of Room Conference STYLE
FOR 15 PEOPLE, With audience-style
seating for public in attendance

Fees are listed on pages 5 and 6 of the Policy for Public Facilities, Roads, Bridges, & County Meeting Rooms.

COUNTY USE ONLY

Scheduled Date: _____ Fees: _____

Insurance / Hold Harmless Requirements: _____

Approved: Yes _____ No _____ By: _____

Remarks: _____

HOLD HARMLESS AGREEMENT

This agreement entered into by and between MONROE COUNTY, FLORIDA a political subdivision of the State of Florida, herein "COUNTY" and CITY OF KEY WEST

whose address is 525 ANGELAST/
PO BOX 1409, Key West, FL 33041 hereinafter "EVENT SPONSOR"

That for and in consideration of the understanding hereinafter set forth the parties do agree and covenant as follows:

1. That in and for the consideration of permission to use certain public roads or other public property, more particularly described as follows: HARVEY GOVERNMENT CENTER for the purpose of conducting a PUBLIC MEETING event, more particularly described as follows: RESIDENT/VISITOR PLANNING COMMITTEE on the 1st day of JUNE 2004 from 4:30 am/pm until 7:00 am/pm the EVENT SPONSOR does hereby agree to indemnify the COUNTY in to for any and all claims or liabilities that may arise out of the above described event.

2. That, in addition to indemnification described in Paragraph One, the EVENT SPONSOR does hereby agree to hold the COUNTY harmless in all respects concerning the event described in Paragraph One and will defend any and all causes of action or claims and will, further, pay the cost of any attorney's fees incurred by the COUNTY arising out of the event described in Paragraph One.

MONROE COUNTY, FLORIDA

By: _____
County Administrator

CITY OF KEY WEST

Organization

By: _____

Of the above and duly authorized to
Execute this agreement.

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) on 1st day of June 2004

By Julio Arred (Event Contact Person), he/she is personally known to me or has

produced _____ (type of identification) as identification.

Susan P. Harrison
Notary Public



Susan P. Harrison
MY COMMISSION # DD184792 EXPIRES
April 8, 2007
BONDED THRU TROY FAIN INSURANCE, INC.



THE CITY OF KEY WEST

P. O. BOX 1409
KEY WEST, FLORIDA 33041-1409

PROPOSED MEETING DATES FOR
CITY OF KEY WEST RESIDENT/VISITOR PLANNING COMMITTEE -
ALL MEETING TIMES WILL BE
MONDAYS FROM 4:30 PM UNTIL 7:00 PM

| | | | |
|----------------------------|-------------|---|----------|
| July 12 th | 4:30 - 7:00 | = | \$120.88 |
| July 19 th | 4:30 - 7:00 | = | 120.88 |
| July 26 th | 4:30 - 7:00 | = | 120.88 |
| August 2 nd | 4:30 - 7:00 | = | 120.88 |
| August 9 th | 4:30 - 7:00 | = | 120.88 |
| August 16 th | 4:30 - 7:00 | = | 120.88 |
| August 23 rd | 4:30 - 7:00 | = | 120.88 |
| August 30 th | 4:30 - 7:00 | = | 120.88 |
| September 13 th | 4:30 - 7:00 | = | 120.88 |
| September 20 th | 4:30 - 7:00 | = | 120.88 |
| September 27 th | 4:30 - 7:00 | = | 120.88 |
| October 4 th | 4:30 - 7:00 | = | 120.88 |
| October 18 th | 4:30 - 7:00 | = | 120.88 |
| October 25 th | 5:00 - 7:00 | = | 100.10 |
| November 1 st | 4:30 - 7:00 | = | 120.88 |
| November 8 th | 4:30 - 7:00 | = | 120.88 |
| November 15 th | 4:30 - 7:00 | = | 120.88 |
| November 22 nd | 5:00 - 7:00 | = | 100.10 |
| November 29 th | 5:00 - 7:00 | = | 100.10 |
| JUNE 21 | 4:30 - 7:00 | = | 120.88 |
| JUNE 28 | 4:30 - 7:00 | = | 120.88 |

We would like to reserve the Harvey Government Center on the dates listed above. No audio-visual equipment, or public address system is needed. Please arrange 15 seats in a semi-circle conference style, with audience seating nearby.

Thanks,

Jay Gewin
Exec. Asst. to Mayor & City Commission

\$2476.14

Key to the Caribbean - Average yearly temperature 77° F.